

**9. Award M-426-04/PWM – Environmental Services Water and Waste Water Computerized Maintenance Management System Software Licenses to PeopleSoft, USA, Inc. of Pleasanton, CA (\$140,794.00).**

The Office of the Clerk of the Circuit Court of Seminole County has entered into an agreement with PeopleSoft, USA, Inc. (as successor in interest to J.D. Edwards World Solutions Company) to implement County-wide a J.D. Edwards integrated financial solutions software package covering County Finance, Human Resources, and Purchasing. The Clerk is currently implementing these core functions in the County.

The Environmental Services Department, Water and Waste Water Division has a requirement for a computerized maintenance management system (CMMS) to cover their water and waste water plants and distribution systems. The J.D. Edward's EnterpriseOne Capital Asset Management Module will provide the necessary software licenses to implement such a system. This module will provide critical functionality including work orders, project costing, and capital asset management.

Extensive market research, including soliciting quotes under RFP-4192-03/BJC, resulted in JD Edward's EnterpriseOne Capital Asset Management Module giving the best and least cost solution. The PeopleSoft/JD Edwards solution was found to not only fit our needs, but to fit into the County's direction of an integrated software solution.

Complete implementation will consist of three parts: 1) the software licenses from PeopleSoft (JDE) (which are covered by M-426-04/PWM at \$140,794.00), 2) the installation (under negotiation with CSS, Inc.; estimated at \$33,000.00) and 3) the implementation (under negotiation with MindSet, Inc.; estimated \$237,000.00). This gives a total CMMS cost of approximately \$410,794.00. Contracts with CSS, Inc. and Mindset, Inc. will be brought to the Board as they are definitized. A comparison of the JD Edwards/CSS/MindSet solution with the prices received on RFP-4192-03/BJC is as follows:

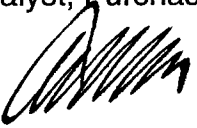
JDE/MindSet/CSS	CHAMPS (RFP)	EMS, Inc. (RFP)	PBS&J (RFP)	Synergen (RFP)
\$410,794	\$731,000	\$1,477,500	\$2,048,772	\$1,199,640

(Note: RFP-4192-03/BJC has been canceled)

This is a budgeted project and funds are available in accounts numbered 087801-56065000, CIP #DM30084X and 140300-56064200 for M-426-04/PWM. A BCR is being processed to cover the MindSet and CSS contracts. Environmental Services/Water & Wastewater Division; Information Technology/Information Services Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement for software licenses with PeopleSoft, USA, Inc. as reviewed and approved by the County Attorney's Office.



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Tammy Roberts, CPPB, Contracts Analyst, Purchasing Division  
From: Ann Colby, Assistant County Attorney   
Ext. 7254  
Date: March 3, 2004  
Subject: Schedule to Agreement AB#7089466

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As requested in your note sent to me dated March 2, 2004, I have reviewed the proposed Schedule to Agreement AB#7089466. The Schedule meets my approval as to form and legality.

If you have any additional questions, please do not hesitate to call.

**Solution Pricing Schedule**

Whereas the Office of the Clerk of the Circuit Court of Seminole County ("Clerk") has entered into a software License, Services, and Maintenance Agreement dated **September 13, 2002** ("Agreement"). (AB#7089466) with PeopleSoft, USA, Inc. (as successor in interest to J.D. Edwards World Solutions Company and hereinafter referred to as ("PeopleSoft")) to implement County-wide a PeopleSoft integrated financial solutions software package covering County Finance, Human Resources, and Purchasing and Contracts;

And

Whereas the Clerk and the Seminole County Board of County Commissioners ("Licensee") have agreed to expand the County-wide integrated financial solution to cover additional County Departments and functions;

And

Whereas the Licensee has agreed to accept the responsibility for implementing the attached Schedule which covers specific Software licenses, services and maintenance as required by the Licensee,

Now therefore this agreement is entered into as of \_\_\_\_\_, 2004 ("Schedule Effective Date") by and between the Licensee and PeopleSoft, to wit:

**Address** **1101 East First Street, 3rd Floor, Sanford, FL 32771**

**Licensed Products and Users** <sup>1,3,4</sup> [see Exhibit A attached]

**List License Fees from Exhibit A:** \$189,238  
Discount 71,910

**TOTAL LICENSE FEES DUE** \$117,328

**Maintenance Services** [See Exhibit A attached]

Customer shall receive Maintenance Services for the Licensed Products at the following Services level indicated on Exhibit A for the fees set forth in this Schedule. Customer may not elect to exclude any of the Licensed Products or licensed Users from Maintenance Services. In the event Customer is not a compliant continuous subscriber to Maintenance Services and Maintenance Services are not renewed and Customer subsequently requests Maintenance Services, PeopleSoft may, in its sole discretion, reinstate Maintenance Services in accordance with the then current Maintenance policies in effect at the time of such reinstatement.

Customer understands and agrees that the Maintenance Services Fees set forth on this Schedule represent incremental Maintenance Services Fees for this transaction only, and are in addition to any other Maintenance Services Fees listed on any other Schedule and/or Maintenance Services invoices received by Customer. Maintenance shall renew in accordance with PeopleSoft's then-current terms and pricing.

**Maintenance Services Fees**

☒ **Maintenance Services:** One (1) Year \$23,466

**TOTAL MAINTENANCE SERVICES FEES DUE** \$23,466

**Payment Terms**

Customer shall pay, or cause a third party to pay, PeopleSoft one hundred percent (100%) of the total fees payable pursuant to this Schedule and Exhibit A on or before that date which is thirty (30) calendar days after the date of the invoice(s) from PeopleSoft. Unless explicitly stated in this Schedule, all fees specified herein: (i) are non-cancelable, non-refundable and non-contingent; (ii) are payable in U.S. dollars; and (iii) shall be sent to the address on the invoice.

**Identification of Customer System(s) Table** <sup>2</sup>

PeopleSoft will provide Customer one (1) copy of the Licensed Products to the address set forth on the first page of this Schedule. Customer must identify each Customer System, the location of the Customer System and number and type of licensed Users per each Customer System. Customer may only use the Licensed Products in the Territory specified in this table.

Territory	Install Location	Users by Type	Customer System
United States	Sanford, Florida AB#7089466	75 Full Use Concurrent (previously licensed), 25 Full Use Concurrent (new)	<b>Database Version: SQL Server</b> <b>Operating System: Windows 2000</b> <b>Hardware Model: HP</b>
		<b>Total Users</b> <b>Licensed: 100</b>	

**Expiration of Offer**

The offer set forth in this Schedule and in the Agreement is valid only through March 27, 2004, and if the Schedule and Agreement, if applicable, are not executed by both parties by such date, the offer is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto.

**This Schedule, including its terms and conditions and the Agreement, is a complete and exclusive statement of the agreement between the parties relating to its subject matter, and supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to its subject matter. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between this Schedule and the Agreement, this Schedule shall prevail. All other terms and conditions remain unchanged and are ratified hereby. This Schedule shall not be effective until executed by Customer and accepted by an authorized representative of PeopleSoft.**

**The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Schedule and to bind their respective party thereto.**

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**

By \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

**PEOPLESFT USA, INC.**

By \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

### 1) GENERAL NOTES

- The "LICENSE" Section of the Agreement is amended by the addition of the following: Customer has the right to use only the Licensed Products specified on this Schedule or other authorized PeopleSoft Licensed Product Attachments or Schedule(s), unless otherwise stated, upon payment of the requisite License Fees. Customer shall have no right to use any other applications and/or modules that may be delivered with the Licensed Products. Such additional applications and/or modules are proprietary to PeopleSoft and are subject to the Proprietary Rights and Confidentiality provisions of the Agreement.
- Customer must consult the Licensed Products documentation or PeopleSoft's website for language availability, compatibility information, and to ensure that it has complied with and/or licensed the minimum technical requirements and necessary prerequisites.
- Certain portions of the Licensed Products may contain third party products. Such third parties may be third party beneficiaries of the Agreement and this Schedule and may enforce the Agreement and this schedule directly against Customer subject to the terms and limitations of the Agreement and this Schedule. PeopleSoft does not have access to the source code for some of these third party products and therefore, may not escrow it on behalf of Customer.
- The Licensed Products may contain Accessory Products, as that term is defined in the Agreement and which each have individual end user agreements contained in the software, that are delivered to Customer by PeopleSoft but are not licensed by PeopleSoft under the Agreement.
- The media containing the Licensed Products shall be delivered to Customer FOB Origin.

### 2) CUSTOMER SYSTEM

- Customer System(s) Table: Customer shall notify PeopleSoft in writing within fifteen (15) days of any changes in (i) location of Customer System(s); (ii) relocation of the number of licensed Users for any Customer System(s); and/or (iii) the type of database version, operating system and hardware model.

### 3) USER(S)

- **User:** is an individual that has been assigned a unique user profile on the Customer System and which allows the individual access to the Licensed Products under the Agreement and this Schedule. User profiles may not be shared by more than one individual. All Users must be licensed under a Schedule to the Agreement in order to be considered a User pursuant to the Agreement. Each individual accessing the Software, whether directly or indirectly, through a third party application must be licensed as a User. The total number of Users using the Licensed Products may not exceed the number of Users licensed.
- **Full Use User:** is a User licensed to access all the Licensed Products that is licensed on this Schedule.
- **Concurrent User:** is a User that, at any one time, executes an application contained in the Licensed Products or accesses PeopleSoft business or data objects associated with specific Software. A User executing any Licensed Products by using one user profile from one device is one Concurrent User. However, sessions initiated by one user profile on more than one device, or by more than one user profile on the same device, shall be counted as multiple Concurrent Users. A User will be counted as a Concurrent User until the User exits or closes all business or data objects associated with the specific Software.

### 4) LICENSED PRODUCTS NOTES

#### **OneWorld® (OW)/ Enterprise Resource Planning (ERP)/ EnterpriseOne (Financial Suite, Supply Chain Suite and Human Capital Management)**

- The OW/ ERP/ EnterpriseOne (F/S/H) media contains the following Accessory Products: Microsoft Internet Explorer and Adobe Acrobat. Microsoft Internet Explorer logo is a trademark of Microsoft Corporation. Adobe Acrobat logo is a trademark of Adobe Systems, Incorporated. Portions of this Licensed Products contain third party software that is copyrighted and distributed under a license as follows: Portions Copyright 1985-1997 Microsoft Corporation; Portions Copyright 1993 Premia Corporation; Portions Copyright 1997 DC Micro Development. This Licensed Products also includes: 1) Adobe® PDF Library, Copyright 1993-1999, Adobe Systems, Inc., and DL Interface, Copyright 1998-1999 Datalogics Inc. Adobe® is a trademark of Adobe Systems Incorporated; and 2) GNU libgmp library; Copyright © 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained on the media. All rights are reserved.
- Enterprise One 8.0 (including later releases) is not coexistent with PeopleSoft World (formerly WorldSoftware™).

### Payroll

- **Payroll** FOR OW/ ERP/ ENTERPRISEONE (F/S/H) PeopleSoft WORLD IS INTENDED FOR USE IN THE UNITED STATES, CANADA, AUSTRALIA AND NEW ZEALAND AND MAY NOT SUPPORT LOCAL GOVERNMENT REQUIREMENTS OR EMPLOYMENT PRACTICES WITHOUT MODIFICATIONS BY CUSTOMER.

**Technology Foundation (OW Technology Foundation for Xe/ Technology Foundation for EnterpriseOne)**

- **DB2® Universal Database, WebSphere Application Server, Collaborative Portal (based on WebSphere Portal) and WAS Express** are IBM Components ("IBM Components"). DB2 Universal Database, WebSphere Application Server and Collaborative Portal (based on WebSphere Portal) are shipped with Technology Foundation. WAS Express is shipped with the Content Builder and Content Management Software. These IBM Components are Accessory Products and are delivered to Customer by PeopleSoft under a restricted license from IBM. Such restricted license entitles Customer to use the IBM Components only in conjunction with the Licensed Products and the number of Users licensed pursuant to this Schedule. Use of the IBM Components outside the scope of this restricted license is prohibited. Customer may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors.
- Customer may only use the PeopleSoft Portlets solely in conjunction with Collaborative Portal (based on WebSphere Portal). Use of the Portlets with any other portal is prohibited.
- Customer may only use Advanced Planning Agent in conjunction with those Supply Chain Management products licensed by Customer pursuant to this Schedule. Use of Advanced Planning Agent with any other Licensed Products or with any third party products is prohibited.
- Customer acknowledges that any software developed with the OW/ ERP/ EnterpriseOne (F/S/H) Workflow Tools ("Toolkit") is subject to the licensed restrictions set forth in the Agreement. Customer shall indemnify PeopleSoft against any claims by third parties for damages incurred by such third parties arising out of any software generated by Customer utilizing the Toolkit. NOTWITHSTANDING THE WARRANTY CONTAINED IN THE AGREEMENT, NO WARRANTY IS MADE THAT THE TOOLKIT WILL GENERATE SOFTWARE WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY CUSTOMER OR THAT SUCH GENERATED SOFTWARE WILL BE ERROR FREE.

#### **4. Customer Assurance Program.**

**4.1** PeopleSoft or the Acquiring Entity (defined below) agrees to pay to Licensee: (a) the Total Fees set forth in the table in this Schedule and paid to PeopleSoft, minus any fees included on the Schedule for installation or consulting, multiplied by: (b) two (2) ("Payment") if:

- (i) on or before two (2) years from the Schedule Effective Date, PeopleSoft, Inc. is Acquired (hereinafter, the "Acquisition"); and
- (ii) on or before four (4) years from the Schedule Effective Date, the entity that results from an Acquisition ("Acquiring Entity"):
  - (a) discontinues or materially reduces Support Services for the Supportable Module(s) before the end of the Applicable Support Term, or
  - (b) discontinues licensing the Supportable Module(s) to prospective or existing licensees of PeopleSoft, or
  - (c) discontinues providing Updates for the Supportable Module(s), and
- (iii) Licensee requests the Payment in writing from PeopleSoft or the Acquiring Entity on or before June 30, 2008, and
- (iv) Licensee is at the time the Payment is requested, and has been, a continuous, compliant subscriber to Support Services and no monies are owed under its agreements with PeopleSoft as of the date Payment is requested.

**4.2** Notwithstanding the foregoing, either PeopleSoft or an Acquiring Entity may discontinue licensing one or more specific Supportable Modules or providing Updates in relation thereto, if:

- (i) the Supportable Module does not operate substantially as warranted, or
- (ii) third party technology required for the operation or use of the Supportable Module is no longer commercially available.

In no event does this relieve PeopleSoft or an Acquiring Entity from providing Support Services for the Supportable Module(s) licensed on this Schedule for the duration of the Applicable Support Term.

**4.3** The Payment described in this Section is Licensee's sole and exclusive remedy for any liability of PeopleSoft or its affiliates or the Acquiring Entity arising out of or related to the events described in 4.1 (i) and (ii) above and will be reduced by any other amounts or damages Licensee seeks or recovers from PeopleSoft or the Acquiring Entity in relation to this Schedule or the events described in 4.1 (i) and (ii) above.

**4.4** This Section will be effective only if this Schedule is executed by both parties on or before the earlier of the following dates: (i) the expiration date defined in this Schedule; (ii) the expiration or withdrawal of the Oracle tender offer, or (iii) March 31, 2004. If the Schedule is not executed by such date, the offer set forth in this term is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto.

**4.5** For purposes of this Section only, the following terms are defined as set forth below.

- (i) "Acquired" means:
  - (a) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of PeopleSoft, Inc. representing fifty-one percent (51%) or more of the total voting power represented by PeopleSoft's then outstanding voting securities, or
  - (b) The consummation of a merger or consolidation of PeopleSoft, Inc. with any other corporation, other than a merger or consolidation which would result in the voting securities of PeopleSoft, Inc. outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty-five percent (55%) of the total voting power represented by the voting securities of PeopleSoft, Inc. or such surviving entity outstanding immediately after such merger or consolidation, or
  - (c) The consummation of the sale or disposition by PeopleSoft, Inc. of all or substantially all of PeopleSoft, Inc.'s assets.
- (ii) "Applicable Support Term" means the period that PeopleSoft offers to provide Support Services (generally four (4) years) for the Supportable Modules.

- (iii) "Supportable Module(s)" means the module(s) developed by PeopleSoft using its underlying application development platform PeopleTools, which is licensed on this Schedule for the database(s) indicated on the Schedule.
- (iv) "Support Services" means the package of services offered by PeopleSoft and paid for by Licensee and which are designed to support the Supportable Modules, and the standard terms and conditions thereto, in effect during the ninety (90) day period immediately preceding an Acquisition.
- (v) "Updates" means subsequent releases of the Software and Documentation which are a) generally made available as part of Support Services to licensees of the Supportable Modules running the same database platform, operating system and hardware as Licensee, and b) substantially similar in frequency and quality when compared overall to the frequency and quality of updates that PeopleSoft delivered for the Software Modules in the most recent major release cycle completed prior to the Acquisition.

**5. Replacement of the Database Version of the Software – Migration within 1 Year:** During a period commencing on the Schedule Effective Date and terminating one year thereafter, Licensee has the option, at no additional fee to replace, one time, the licensed database version of the Software with another generally available database version of the Software that is supported by PeopleSoft, provided that Licensee (i) has remained a continuous, compliant subscriber to Support Services and is not in breach of the terms of the Agreement, (ii) pays any third party fees associated with the migration, (iii) agrees to any terms different from the terms of the Agreement which relate to such version, (iv) executes any additional documentation requested by PeopleSoft, and (v) such replacement version was available as of the Schedule Effective Date. Within sixty (60) days of shipment or provision of the replacement database version to Licensee, Licensee agrees to certify the return or the destruction of the originally licensed version of the Software, and any copies thereof, to PeopleSoft. Licensee understands that PeopleSoft makes no assurances regarding if or when any additional database versions of the Software shall become available.

**6. Option to Replace Operating System/ Hardware Platform:** During a period commencing on the Schedule Effective Date and terminating one year thereafter, Licensee has the option, at no additional fee, to migrate the Software, one time, from the current operating system/ hardware platform to another then-commercially available operating system/ hardware platform that is supported by PeopleSoft as set forth in the PeopleSoft Hardware and Software Requirement Guide in effect as of the date of exercise of such option, provided, however that: (i) Licensee has remained a continuous, compliant subscriber to Support Services; (ii) Licensee shall pay any additional third party license fees associated with the migration that may be assessed either by PeopleSoft or such third party; and (iii) Licensee gives thirty (30) days prior written notice of such migration. Licensee understands and acknowledges PeopleSoft makes no assurances regarding if or when the Software will be supported by any additional operating system /hardware platforms.